

Buckley Transport Logistics, Inc.
P.O. Box 907
Columbia, Ms 39429

Phone: 877-792-2100 **Local:** 601-731-6309 **Fax:** 601-731-6382

Brokerage Authority

MC 409812
FED 64-0930459
Service 07-03-01

Trucking Authority

MC 398670
FED 64-0936015
Service 01-25-01

Credit References:

Holmes Trucking	601-932-5100
Powell Transportation	601-731-2527
BC-5	800-482-4505
Interstate Trucking	800-533-0167
JT Wein	337-948-3939
J.L. Barnette	601-835-2867
M & P Trucking	601-765-9349

Bank Reference:

First Southern Bank Columbia, MS 601-736-6378 Len Cook

Agent:

Stewart Sneed Hewes 800-232-4261 Jeff Carter

Buckley Transport Logistics, Inc.

Formerly B & P Swab Services, Inc.

P.O. Box 907

Columbia, MS 39429

To All New Trucking Partners:

Company Information Enclosed

I.C.C. Brokerage License

Surety Bond

References & General Information

Broker - Carrier Agreement

W-9 Form

Please return the following promptly for load processing:

Contract Carrier Authority

Cargo Insurance Certificate**

**All Transportation must show as certificate holder, please have insurance company mail or fax certificate to address shown above

Signed Broker-Carrier Agreement

Completed W-9 Form

If you have any questions, Please call 877-792-2100

BUCKLEY TRANSPORT LOGISTICS, INC.
P.O. BOX 907
COLUMBIA, MS 39429
PHONE: 877-792-2100 FAX: 601-731-6382 PHONE: 601-731-6309

NEW TRUCKING COMPANY INFORMATION SHEET

DATE: _____

TRUCKING COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

LOCAL # _____ FAX # _____

TOLL FREE # _____ FED ID # _____

MC # _____ HOW MANY TRUCKS: _____

TYPE OF EQUIPMENT: _____

DISPATCHER (S): _____

CARGO INSURANCE AN AUTO LIABILITY INSURANCE AGENCY:

AGENCY (S) PHONE NUMBER (S) _____

CONTACT _____

PLEASE FAX BACK WITH SET-UP PACKAGE TO FAX # 601-731-6382

BUCKLEY TRANSPORT LOGISTICS, INC.

P.O. BOX 907
COLUMBIA, MS 39429
PH# 601-731-6309 FAX# 601-731-6382
STANDARD BROKER - CARRIER AGREEMENT

Agreement made this _____ day of _____, 2001, by and between _____, Hereinafter referred to as Carrier, and Buckley Transport Logistics, Inc., P.O. Box 907, Columbia, MS 39429 hereinafter referred to as Broker.

WITNESSETH

- A. Carrier is a contract carrier which is properly authorized by permit number MC# _____ (a copy of the license is attached hereto and made part hereof) to provide transportation of property under contract.
- B. Broker is a motor carrier broker, licensed to arrange for the transportation of property by license number MC# 398670 (a copy of the license is attached hereto and made part hereof).
 1. Now therefore, in consideration of the representation made herein, the parties agree to the following: 20,000 pounds annually or a series of shipments and such additional quantities of freight as BROKER may tender subject to the availability of suitable equipment.
 2. Carrier is authorized to operate as a contract motor carrier by the Federal Highway Administration and shall provide and maintain, at its sole cost and expense, insurance against liability for injuries to or death of persons and damage to property, in combined single limit not less than \$1,000,000.00 per occurrence, and for loss of or damage to freight, in an amount not less than \$100,000.00 and any additional insurance required by applicable laws, rule and regulation. Carrier shall furnish to BROKER written certificates of insurance and upon request a copy of each and such insurance policy.
 3. Broker agrees to pay carrier for the transportation of freight moved under this agreement in accordance with the Trucking Industry Reform Act of 1994 and the Airport Improvement Act of 1994. Confirmation of verbally agreed rates will be made by a written conformation faxed or mailed by the Broker to the carrier. A photocopy or faxed copy of this agreement containing the signatures of the parties shall be deemed an original copy.
 4. Whether or not the carrier is authorized to operate, or does operate, as a common Carrier each and every shipment tendered to Carrier by Broker shall be deemed to be tender to Carrier as a motor contract carrier and shall be subject only to the terms of this agreement and the provisions of law applicable to motor contract carriage hereunder.
 5. Broker and Carrier agree that transportation services hereunder are to be performed as a contract carrier in compliance with 49 u.s.c. 10102 by assigning motor vehicles for a continuing period of time for the exclusive use of Broker or by providing specialized services or equipment designated to meet distinctive needs of Broker, or the consignor. Such services shall

- include, when applicable, but shall not be limited to: protective services, multiple stops in transit, direct dispatch, scheduled pick up and deliveries.
6. Carrier shall furnish all equipment in good repair and condition. Carrier shall employ for its services hereunder only competent and legally licensed personnel. Without the prior written consent of the Broker, Carrier shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted service by railroad or other modes of transportation.
 7. Carrier will be responsible to comply with all applicable Federal Highway Administration and DOT regulations as well as all other federal and state regulations pertaining to the operations of a motor carrier.
 8. Carrier shall be liable for loss, damage, or delay of any shipment while in the possession or control of carrier. Carrier hereby assumes the liability of a motor common carrier as (What if Contract Carrier) Title 49 of the United States Code as in effect of the effective date of this agreement any setoff shall be handled and possessed in accordance with the regulations of the FHA as published in the code of Federal Regulations (49 CFR 1005).
 9. Carrier agrees to hold Broker harmless from and indemnify Broker from any liability resulting from the loss or damage to any freight transported by Carrier pursuant to this agreement including all costs to defend claims. Carrier agrees also to hold Broker harmless from and indemnify Broker for any liability resulting from personal injury or property damage that may occur during the operations of the Carrier to this agreement including all costs to defend claims.
 10. Carrier agrees to handle claims promptly and deal directly with shipper and Broker.
 11. Carrier agrees its driver will fax bills of lading or deliver receipts and weight certification at time of delivery, if requested and will not load or untarp loads if raining until driver obtains a signed release from receiver.
 12. Carrier agrees its driver will contact Buckley Transport Logistics, Inc. by phone prior to loading and after unloading, or if any problems arise, and will not redeliver loads until notifying Buckley Transport Logistics, Inc. and permission is granted.
 13. Carrier will bill all charges for transportation services directly to Broker and Carrier shall provide Broker with a the original of the signed bill of lading and delivery receipt. Broker agrees that it will pay all freight bills for transportation performed thirty days from the date received. Carrier's invoice, signed bill of lading/delivery receipt and all weight certification. Broker pays all due invoices once a week. Consideration should be taken in the receiving of Carrier's payment, due to regular mail time along with holidays and weekends.
 14. The relationship to the Carrier to Broker shall, at all times, be that of an independent contractor, except that Broker shall be an agent for Carrier for the collection and payment charges of Carrier.
 15. Obligations of this agreement are separate and divisible and in the event that any clause is deemed unenforceable the balance of the agreement shall continue in full force and effect.
 16. This contract is binding upon the parties hereto, their successors and assigns, and shall be construct under those laws of the State of Mississippi; signature has the authority to bind the corporation or company.
 17. The carrier agrees that under no circumstances will it, its officers, directors,

or employees; communicate directly with clients referred to by the Broker. If Carrier violates the covenants of this covenants of this contract and back solicits Broker customers, it agrees to pay Broker 20% of gross freight charges

as partial damages.

18. This agreement shall be deemed to be effective on the first date that Carrier and Broker command business together regardless of date of contract and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal and in writing. This agreement shall be effective continuously subject to the right of either party hereto cancel the agreement at any time upon not less than thirty (30) days written notice of one party to the other.

In witness whereof the parties have set there hands and seals this
_____ day of _____ 20____.

CARRIER

BROKER

Business Name

BUCKLEY TRANSPORT
LOGISTICS, INC.
P.O. BOX 907
COLUMBIA, MS 39429

Address

BY _____


BY _____

TITLE _____

TITLE Director of Operations

PLEASE FILL OUT FOR OUR INSURANCE REQUIREMENTS.
OUR POLICY REQUIRES INFORMATION FOR THE CHECK FORM.

THANKS. BUCKLEY TRANSPORT
LOGISTICS

INTERNATIONAL RISK PLACEMENT INC.

SUITE 210, 1821 WALDEN OFFICE SQUARE, SCHAUMBURG, ILLINOIS 60173-4268

TELEPHONE 847-397-9256

FAX 847-397-0959

CONTINGENT AUTOMOBILE LIABILITY AND CONTINGENT CARGO LIABILITY CHECK FORM

1. Name, address and phone number of the owner of the truck.

2. Name, address and phone number of the driver of the truck.

3. Name, address, phone number and docket number of the ICC Trucking Company to whom the truck is leased.

4. Name and position of employee of ICC Trucking Company who authorized the trucker to take the load.

5. Name and policy number of the insurance company providing automobile liability insurance and cargo liability insurance and limits of each policy.

6. Name of the insured to whom the automobile liability policy and cargo liability policy is issued.

7. Effective and expiration dates of the automobile liability and cargo liability policy.

8. Name, address and telephone number of insurance agent providing automobile liability insurance and cargo liability insurance.

9. Date, time and person at insurance agency that verified automobile liability insurance and cargo liability insurance.

10. Request that a certificate of automobile liability and cargo liability insurance with a 10 day notice of cancellation be mailed to the truck broker.

Signature

Date



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 Virginia Avenue, SW, Suite 600
Washington, DC 20024

SERVICE DATE
July 05, 2001

LICENSE

MC-409812-B

BUCKLEY TRANSPORT LOGISTICS, INC
PRENTISS, MS

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker **arranging for transportation of freight(except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in cursive script that reads "Terry Shelton".

Terry Shelton, Director
Office of Data Analysis & Information Systems

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the federal Highway Administration, 400 7th St., SW, Washington, DC 20590.

BOND NO. 3-683-908

B. M. C. 84
(10/98)

Approved by OMB
2125-0570
Expires: 11/30/2001

FILER FHWA
ACCOUNT NO. _____

License No.
MC _____

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, That we Buckley Transport Logistics, Inc.,
(Name of Property Broker)

of P O Box 1286 Prentiss MS 39474
(Street) (City) (State) (Zip code)

as PRINCIPAL (hereinafter called Principal), and Ohio Casualty Insurance Company
(Name of Surety)

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of Ohio (hereinafter called Surety) are held and

firmly bound unto the United States of America in the sum of \$10,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13903, and the rules and regulations of the Federal Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Highway Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Highway Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Highway Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 23rd day of May, 2001 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Highway Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FHWA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FHWA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 35-461

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, do hereby nominate, constitute and appoint Frank M. Yerger, Linda R. Weber or Delores W. Nokes of Jackson, Mississippi its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance SIX MILLION (\$6,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Hamilton, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 15th day of February, 2001.



Sam Lawrence

Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 15th day of February, 2001 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2002.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, extracts from which read:

Article VI, Section 7. APPOINTMENT OF ATTORNEYS-IN-FACT, ETC. "The chairman of the board, the president, any vice-president, the secretary or any assistant secretary of each of these Companies shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Companies as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

Article VI, Section 1. APPOINTMENT OF RESIDENT OFFICERS. "The Chairman of the Board, the President, any Vice President, a Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint attorneys in fact for the purpose of signing the name of the corporation as surety or guarantor, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of surety-ship or guarantee, and policies of insurance to be given in favor of an individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the respective directors of the Companies (adopted May 27, 1970-The Ohio Casualty Insurance Company; adopted April 24, 1980-West American Insurance Company):

"RESOLVED that the signature of any officer of the Company authorized by the By-Laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above Resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.
IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 23rd day of May 2001



Mat E. Schmidt

Assistant Secretary

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 23rd day

of May, 2001

PRINCIPAL

Name Buckley Transport Logistics, Inc.

By Stacy Buckley
(Signature and Title)

Stacy Buckley President

Witness [Signature]

SURETY

OHIO CASUALTY INSURANCE

Name COMPANY [SEAL]

By Linda R. Weber
(Signature and Title)

Linda R. Weber Attorney in fact

Witness Margaret Hardy

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.